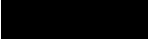
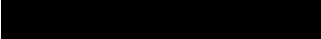


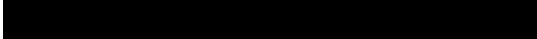


## AGREEMENT FOR CONSULTING SERVICES



**Date** January 26, 2022

**Client**   
Masjid Al-Islam Dallas  
2625 South Caesar Chavez Blvd.  
Dallas, Texas, 75215  
(214) 421-3839  
  
(Delivered via email)

**Project Name and Location** Masjid Al-Islam Expansion  
Dallas, Texas 75215


As requested,  is pleased to submit this proposal for professional consulting services related to the above referenced project. Our proposed Scope of Services, Assumptions, Deliverables, Schedule, and Fee are outlined below.

### Detailed Project Description

We understand that the project includes production of Civil Construction Plans for the Masjid AL-Islam Expansion.  will produce Civil Engineering Plans for the expansion to include driveway approaches, parking area, drainage (possibly detention), grading and onsite utilities. Civil construction plans will be submitted to the City of Dallas for approval. City of Dallas will require the client to replace water lines in the City ROW. Water lines design offsite will be determined at a later time. Once the City required offsite Water lines and possibly Sanitary Sewer lines replacement is determine,  will provide a cost of design to the client in a separate Proposal. A possible TxDOT Driveway permit may also be needed.

### Scope of Services (Exhibit A) Descriptions of Specific Services

#### Civil

- Existing Conditions and Demolition Plan
- Site and Dimensional Control Plan
- Grading Plan
- Compensatory Storage Grading Plan (Detention Pond)
- Existing and Proposed Drainage Area Maps (with calculations)
- Paving and Striping Plan
- Utility Plan
- Recommended Erosion and Sediment Control Plan
- Site Construction Details
- Utility Details
- Erosion Control Details
- Permitting and approvals are anticipated to be limited to the City of Dallas and TxDOT.  will respond to two (2) sets of City/TxDOT comments on design plans and resubmit to the City/TxDOT for approval.

- [REDACTED] has included hours to attend up to two (2) project design meetings with the Client.
- [REDACTED] has included hours to attend two (2) meeting with City Staff or their Consultant to coordinate the project through the submittal process and discuss design comments.

### **Topographic Survey**

Client will subcontract with a Registered Professional Land Surveyor to complete a topographic and tree survey for the project area. Existing above grade features such as water and wastewater service locations and mains, inlet and storm drain flow lines, franchised utility locations, contours, and other features will be obtained as determined from above ground Texas811 or OKIE811 markings, on-the-ground observation of features and appurtenances, and available City record drawings.

## **Assumptions**

### **Typical Assumptions**

- The client will provide necessary information for the timely completion of the project.
- [REDACTED] will not provide the following services:
  - Continuous On-Site Observation or Quality Control
  - Geotechnical Investigation and Report to be provided by the Owner
  - Construction Materials Testing and Special Inspections
  - Renderings
  - Opinion of Probable Cost
  - Construction Administration.
  - Review of Contractor's Application for Payment
- Meetings are considered to be 1-hour in duration, in the event any meeting is required to go longer than 1-hour, then EIKON will bill at the current year's hourly rate.
- In the event the construction schedule extends for any reason, [REDACTED] will bill at the average monthly rate for each additional month of service.
- The Client will reimburse all required fees to any regulatory agencies for submission and or review.
- [REDACTED]'s fee assumes that the project will progress in a continuous and orderly fashion and we will expedite the project as much as practical. Significant project delays through no fault of [REDACTED] may be the basis for the negotiation of additional fees for professional services.
- If additional out of scope work is required in connection with this project, we will complete the work on an hourly basis at our current rates, whether directed by the Owner or required jurisdiction.
- Changes in design by the Client and/or the Owner after the conceptual design is completed and/or after any City submittals and/or approvals will be an extra service requiring a separate proposal/Additional Services Request, whether directed by the Owner or required jurisdiction.
- Construction as-built drawings are not included.

### **Civil Assumptions**

- Onsite drainage will be designed as a collection and conveyance system using site grading and catch basins to connect to the existing drainage system.
- Onsite drainage will be designed to sheet flow to drain into the existing drainage system.
- The existing onsite utilities have adequate capacity to serve the proposed facility. Sanitary sewer service and water supply will be provided by connection to the existing onsite utilities without any improvements or modification.
- Earthwork calculations will not be required.

**CE # 2**

- Irrigation design is not required.
- Any site foundations including retaining walls or structures will be by others or will require additional services.
- Surveying services will be provided by the Client. If you prefer, [REDACTED] will engage the services of a Texas Registered Professional Land Surveyor or Oklahoma Society of Land Surveyors to complete a topographic and boundary survey of the site. Existing inlet and storm drain flow lines, utility locations, contours, sidewalks, street curbs, and other features will be obtained as determined from above ground Texas811 markings and on-the-ground observation of features and appurtenances. These services would be provided under a separate contract with the Client.
- Platting is assumed to be accomplished by the Client's surveyor. Should platting be required by [REDACTED], we will issue an Additional Services Request for this work.
- Preparation and submittal of reports, calculations, and drawings to FEMA for a proposed revision to the Flood Insurance Rate Map are not included. Should these be required, [REDACTED] will submit a proposal or Additional Services Request at the appropriate time for this work.
- We assume existing utility connections will be used. No extension of City mains is included in this scope. Should an extension of existing City mains be desired, [REDACTED] will submit a proposal or Additional Services Request for this design.
- No Traffic Impact Study is required.
- No Drainage Study is included in this proposal. Should such a study be required by the City of Dallas for this development, we will submit a proposal or Additional Service Request for this work.
- No Rezoning is required for the site.
- The Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent/Termination (NOI/NOT) are assumed to be the responsibility of the Contractor. [REDACTED] will provide a Recommended Erosion Control Plan and details only, which may be used by the Contractor for inclusion in his submittal.

**Deliverables**

- [REDACTED] will submit PDF format electronic drawings

**Schedule (Exhibit B)**

The construction documents will be completed in a timely fashion to meet the Client's requirements.

**Fee (Exhibit C)**

- Fixed Fee (refer to the scope of services and assumptions):  
(If broken out by group, use below :)

Civil:

- Civil Construction Plans	\$25,000
- Landscaping and irrigation plans to include:	\$10,000
1- Tree Survey by an Arborist	
2- Tree Mitigation	
- Drainage detention pond design if required	\$ 5,000
- TxDOT Driveway Permit if required	\$ 5,000

**TOTAL:**

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**\$45,000**



- Reimbursable expenses, including but not limited to, postage/shipping, printing/reproduction, mileage, and all travel expenses, shall be invoiced at cost +10%.

Invoices are processed monthly and are based on a percentage of completion.

Fee to be paid within 30 days after the delivery of an invoice from [REDACTED].  
Unpaid invoices shall serve interest at 1.0% per month.

### **Notice to Proceed**

[REDACTED] must receive (by fax, email, or regular mail) this signed services agreement. **This proposal will remain in effect for 30 days.**

If this proposal meets with your approval, please sign the attached agreement authorizing our office to begin work. Note that references in the agreement to Exhibits A, B and C are those identified above.

Thank you for considering [REDACTED] for your consulting services. We look forward to working with you and your staff on this project. Should you have any questions regarding this proposal, please do not hesitate to contact us.

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[REDACTED]

## SHORT FORM AGREEMENT

THIS AGREEMENT is made this 26 day of January, 2022 by and between [REDACTED] and Masjid Al-Islam Dallas (hereinafter "Client"). Client and [REDACTED], for the consideration hereinafter set forth, hereby agree as follows:

1. Services of [REDACTED] - [REDACTED] agrees to provide the professional services described in Exhibit A attached hereto (hereinafter the "Services").
2. Schedule of Services - [REDACTED] shall use professionally reasonable efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.
3. Responsibilities of Client - Client shall furnish or make available to [REDACTED] any and all of its records, maps, or other data which are pertinent to [REDACTED]'s work. Client shall authorize and assist [REDACTED] in obtaining any such pertinent information from other public and private sources. [REDACTED] may use such information, requirements, reports, data, surveys and instructions in performing the Services and is entitled to rely upon the accuracy and completeness thereof. [REDACTED] shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or any member of Client Group. As used herein the term "Client Group" means individually or in any combination Client, its affiliates, any subcontractors of Client, and their respective officers, directors, employees, partners, members, managers, representatives, agents, licensees, invitees and assignees.
4. Compensation - As compensation for the performance of the Services, Client shall pay [REDACTED] its fees and expenses in accordance with Exhibit C attached hereto. Payments from Client to [REDACTED] are due at the address appearing on the applicable invoice within 30 days following the invoice date. Invoices not paid by Client within 30 days of the invoice date will accrue interest from the 31st day at the rate of 1% per month (12% per annum) until paid. Client agrees that all amounts owed to [REDACTED] by Client shall be paid by Client to [REDACTED] on the date due (as specified herein), regardless of whether Client shall have any received payment, remuneration or other compensation from any third party.
5. Termination - This Agreement may be terminated by either party upon not less than seven (7) days written notice delivered to the other party at the notice address set forth on the signature page hereto. Either party may change its address for notices hereunder upon seven (7) days written notice to the other party. [REDACTED] shall be compensated for all Services performed until [REDACTED]'s receipt of a written notice from the Client, plus any fees and/or costs reasonably necessary to properly terminate the Services and any projects associated therewith.
6. Relationship of Parties - [REDACTED] is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association and, except as otherwise set forth in a separate written agreement between the parties, neither party shall have any right, power or authority to create any obligations, express or implied, on behalf of the other.

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7. Assignment - This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by Client or ██████ without the prior written consent of the other. Any assignment without the prior written consent of the other party shall be null and void.

8. Standard of Care; Disclaimer of Warranties - The standard of care for all Services performed or furnished by ██████ under this Agreement will be the care and skill ordinarily used by the members of ██████'s profession practicing under similar conditions at the same time and in the same locality. ██████ **MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH ██████'S SERVICES. ██████ HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, OF ANY NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED OR OTHERWISE ARISING BY OPERATION OF LAW, TRADE, USAGE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND AS TO QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER PROVIDED FOR UNDER THE LAWS OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION, AND CLIENT HEREBY AGREES AND ACKNOWLEDGES THE FOREGOING EXPRESS DISCLAIMER AND FURTHER UNDERSTANDS THAT CLIENT SHALL HAVE NO FURTHER RECOURSE AGAINST ██████ OR ANY MEMBER OF THE ██████ GROUP (AS HEREINAFTER DEFINED) HEREIN.**

9. Insurance - ██████ shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim/annual aggregate.

10. **INDEMNIFICATION** -

(A) **CLIENT WILL INDEMNIFY, DEFEND AND HOLD ██████ AND EACH MEMBER OF ██████ GROUP HARMLESS ON A COMPARATIVE BASES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LEGALLY RECOVERABLE DAMAGES, LEGALLY RECOVERABLE COSTS AND EXPENSES, ACTIONS, PROCEEDINGS, LIABILITIES OR LOSSES, OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES), FOR ANY INJURY TO OR DEATH OF PERSONS, OR FOR DAMAGE OR LOSS TO PROPERTY OF ██████, CLIENT OR A THIRD PARTY ARISING OUT OF ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR ANY MEMBER OF CLIENT GROUP. CLIENT WILL, ON ██████'S REQUEST, DEFEND ANY ACTION, CLAIM OR SUIT ASSERTING A CLAIM COVERED BY THIS SECTION 10(A). AS USED HEREIN "██████ GROUP" MEANS INDIVIDUALLY OR IN ANY COMBINATION ██████, ITS AFFILIATES, ANY SUBCONTRACTORS OF ██████, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, MEMBERS, MANAGERS, REPRESENTATIVES, AGENTS, LICENSEES, INVITEES AND ASSIGNEES.**

(B) **██████ WILL INDEMNIFY, AND HOLD CLIENT AND EACH MEMBER OF CLIENT GROUP HARMLESS ON A COMPARATIVE BASES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LEGALLY RECOVERABLE DAMAGES, LEGALLY RECOVERABLE COSTS AND EXPENSES, ACTIONS, PROCEEDINGS, LIABILITIES OR LOSSES, OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES), FOR ANY INJURY TO OR DEATH OF PERSONS, OR FOR DAMAGE OR LOSS TO**

PROPERTY OF CLIENT, ██████ OR A THIRD PARTY ARISING OUT OF ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF ██████ OR ANY MEMBER OF ██████ GROUP. ██████ WILL, ON CLIENT'S REQUEST, DEFEND ANY ACTION, CLAIM OR SUIT ASSERTING A CLAIM COVERED BY THIS SECTION 10(B).

11. LIMITATION ON LIABILITY - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BOTH THE CLIENT AND ██████, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ██████ GROUP TO CLIENT AND ANY MEMBER OF CLIENT GROUP FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SERVICES OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL COMPENSATION RECEIVED BY ██████ UNDER THIS AGREEMENT OR (II) AN AMOUNT EQUAL TWO TIMES (2X) THE TOTAL AGGREGATE FEES SET FORTH ON EXHIBIT C ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. IF FOR ANY REASON THIS CLAUSE IS DEEMED UNENFORCEABLE THEN LIABILITY SHALL NOT EXCEED THE AVAILABLE LIMITS OF INSURANCE PURSUANT TO PARAGRAPH (9).

12. No Personal Liability - Notwithstanding any other provision of this Agreement to the contrary, no member of the ██████ Group shall be personally liable to Client or any member of Client Group, regardless of the cause of action asserted, including, without limitation, breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the Services or ██████'s performance or non-performance of the Agreement. Client for itself and on behalf of each member of Client Group, agrees that subject to the terms, conditions and limitations of this Agreement, it and each member of Client Group will look solely to ██████ for its remedy, subject to paragraph (11), for any claim arising out of or related to the Services or this Agreement

13. Corporate Protection - It is intended by the parties to this Agreement that ██████'s Services shall not subject ██████'s individual employees, officers, members, managers, agents or directors to any personal legal exposure for the risks associated with the Services or the project to which the Services are related. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees for and on behalf of itself and each member of Client Group that the sole and exclusive remedy of Client or any member of Client Group for any claim, demand or suit arising out of this Agreement or the Services shall be directed and/or asserted only against ██████, and not against any of ██████'s individual employees, officers, members, managers, agents or directors.

14. NO CONSEQUENTIAL DAMAGES - IN NO EVENT SHALL ██████ BE LIABLE TO CLIENT OR ANY MEMBER OF CLIENT GROUP, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, WARRANTY, GUARANTY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR OTHER SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, LOSS OF PRODUCTION, ADDITIONAL EXPENSES INCURRED IN THE USE OF THE EQUIPMENT AND FACILITIES AND CLAIMS OF CUSTOMERS OF THE CLIENT OR ANY MEMBER OF CLIENT GROUP) OF ANY NATURE ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER OR FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF CLIENT OR ANY MEMBER OF CLIENT GROUP.



15. Hazardous Materials: Suspension of Services - **BOTH PARTIES ACKNOWLEDGE THAT [REDACTED]'S SCOPE OF SERVICES DOES NOT INCLUDE ANY SERVICES RELATED TO THE PRESENCE OF ANY HAZARDOUS MATERIALS (AS DEFINED BELOW). IN THE EVENT [REDACTED] OR ANY MEMBER OF [REDACTED] GROUP INVOLVED IN PROVIDING OR PERFORMING THE SERVICES ENCOUNTERS ANY HAZARDOUS MATERIALS, OR SHOULD IT BECOME KNOWN TO [REDACTED] OR ANY MEMBER OF [REDACTED] GROUP THAT HAZARDOUS MATERIALS MAY BE PRESENT ON OR ABOUT THE JOBSITE OR ANY ADJACENT AREAS THAT MAY AFFECT THE PERFORMANCE OF [REDACTED]'S SERVICES, [REDACTED] MAY, AT ITS SOLE OPTION AND WITHOUT LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES, SUSPEND PERFORMANCE OF ITS SERVICES UNDER THIS AGREEMENT UNTIL THE CLIENT RETAINS APPROPRIATE QUALIFIED CONSULTANTS AND/OR CONTRACTORS TO IDENTIFY AND ABATE OR REMOVE THE HAZARDOUS MATERIALS AND WARRANTS THAT THE JOBSITE IS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.** The term "Hazardous Materials" means, without limitation, those substances or materials defined as "hazardous substances", "hazardous waste", "toxic substances", or "pollutant or contaminant" in any of the Environmental Laws (as defined below), as well as such other substances as are subsequently determined legislatively, judicially, or administratively, to be harmful or deleterious to the physical environment or the public health. The term "Environmental Laws" means all applicable local, state, and federal laws, including common law, that relate to: (a) the prevention, abatement, or elimination of pollution, or the protection of the environment or natural resources; (b) the generation, handling, treatment, storage, disposal, release, or transportation of Hazardous Materials (as defined below), waste materials or hazardous or toxic substances; or (c) the regulation of, or exposure to, hazardous, toxic, or other substances alleged to be harmful, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U. S. C. § 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*; the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1501, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Oil Pollution Act, 33 U.S.C. § 2701, *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Endangered Species Act, 16 U.S.C. §1531, *et seq.*; and all similar laws of any Governmental Authority having jurisdiction over the property in question. This term expressly includes the regulations of the Texas Railroad Commission relating to plugging and abandonment, equipment purging and removal, and bonding requirements respecting inactive wells, 16. T.A.C. § 3.15, as well as regulations and interpretations of the U.S. Environmental Protection Agency and the Texas Commission on Environmental Quality relating to air emissions, pollution control, and permitting that have been, or may be, adopted.

16. Hazardous Materials Indemnity - **THE CLIENT AGREES, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD HARMLESS ON A COMPARATIVE BASES [REDACTED] AND EACH MEMBER OF [REDACTED] GROUP FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, LIABILITIES, LOSSES, DAMAGES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE DETECTION, PRESENCE, HANDLING, REMOVAL, ABATEMENT, OR DISPOSAL OF ANY HAZARDOUS MATERIALS THAT EXIST ON, ABOUT OR ADJACENT TO THE SITE OR SITES WHERE THE SERVICES ARE PERFORMED OR ARE TO BE PERFORMED, WHETHER LIABILITY ARISES UNDER BREACH OF CONTRACT OR WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR STATUTORY**



**LIABILITY, REGULATORY OR ANY OTHER CAUSE OF ACTION, EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF [REDACTED].**

17. Mediation – The parties, as a condition precedent to commencing litigation (other than for the non-payment of [REDACTED]'s fees), shall endeavor to resolve their claims by non-binding mediation which, shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

18. Other Agreements - (a) The Services to be performed by [REDACTED] are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) this Agreement (including Exhibits A, B and C, as applicable, attached hereto) represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) this Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the conflict of law provisions thereof; (f) [REDACTED] shall not be liable for any failure to perform or delay in the performance of the Services regardless of whether such delay results either directly or indirectly from: (i) accidents to, or breakdowns or mechanical failure of, [REDACTED]'s plant machinery or equipment; strikes or other labor troubles or labor shortages; fire; flood; wars; acts of the public enemy; acts of God; acts of terrorism; delays by any supplier; delays in transportation or lack of transportation facilities; embargoes; shortages of, or reductions in, energy sources; priorities, allocations, limitations, restrictions or other acts required or requested by federal, state, provincial or local governments, or any subdivision, bureau or agency thereof, or (ii) any other cause beyond the reasonable control of [REDACTED]; (g) the failure of either party to insist in any one or more instances upon a strict performance of any of the terms, conditions and covenants hereof shall not affect or in any way impair the right of such party to require a strict performance of any such term, condition or covenant in the future; nor shall the waiver by either party of a breach of any term, condition, or covenant hereof in any instance be construed or held to be a waiver of such term, condition, or covenant, or of any succeeding breach of the same, or any other term, condition or covenant hereof; (h) all Exhibits attached to this Agreement are attached hereto and incorporated herein by reference for all purposes; and (i) this Agreement may be executed by the parties in counterparts and delivered by facsimile or electronic transmission, each of which so delivered shall be considered an original counterpart, and shall become a binding agreement when each party has executed one counterpart.

19. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES - It is understood and agreed that the Services to be performed by [REDACTED] under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for directly by the Client. To the extent expressly and specifically identified in Exhibit A, the Services may include a review of the Construction Documents (as hereinafter defined) by [REDACTED]. Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, the immediately preceding sentence) or in any Exhibit to this Agreement, the Client assumes all responsibility for interpretation of all contracts, agreements, specifications, drawings and other documents (collectively "Contract Documents") and for construction observation and the Client hereby irrevocably and forever waives and relinquishes any and all claims against [REDACTED] that may be in any way connected

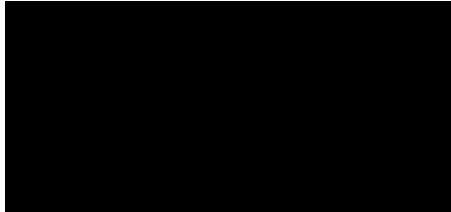
thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless on a comparative basis [REDACTED] and each member of the [REDACTED] Group from and against any and all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims, damages, liabilities or costs arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the negligence or willful misconduct of [REDACTED]. If the Client requests in writing that [REDACTED] provide any specific construction phase services, and if [REDACTED] agrees in writing to provide such services, then [REDACTED] shall be compensated as set forth in a separate writing signed by Client and [REDACTED]. The parties hereto agree that in the event of any inconsistency in the language contained in Exhibit A hereto and in the terms of this Section 19, the language of Exhibit A shall govern and control in all respects.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

By: [REDACTED]  
Name: [REDACTED]  
Title: Director of Civil Engineering  
Date January 26, 2022

**CLIENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Notice (Billing) Address for CLIENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CE # 2**

